

This instrument was prepared by
and should be returned to:
Michael A. Ungerbuehler, Esq.
Sachs Sax Caplan
6111 Broken Sound Parkway, Ste. 200
Boca Raton, Florida 33487

**CERTIFICATE OF AMENDMENT
TO THE RULES AND REGULATIONS OF
TIMBERWALK II ASSOCIATION, INC.**

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate were duly adopted as amendments to the Rules and Regulations of Timberwalk II Association, Inc. The original Replat Declaration for Timberwalk II is recorded in Official Records Book 10242, at Page 1286, in the Public Records of Palm Beach County, Florida. **Further, while these amendments to the Rules and Regulations are being recorded based on current requirements of Chapter 720, Fla.Stat., such recording is not required for all prior rules which remain in full force and effect, as amended and modified herein, and are available from management.**

DATED this 29 day of December, 2019.

WITNESSES

Eileen Callahan
Signature
Eileen Callahan
Print Name

Dana Rippe
Signature
Dana Rippe
Print Name

TIMBERWALK II ASSOCIATION, INC.

By: Barbara W. Schomacher
Barbara W. Schomacher President

By: Olga L. Calderon
Olga L. Calderon Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 29 day of December, 2019 by BARBARA W. SCHOMACHER and OLGA CALDERON, as President and Secretary, respectively, of Timberwalk II Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who are [] personally known to me or [] produced as identification.

Notary Public, State of Florida
Suzanne Noonan
SUZANNE NOONAN
MY COMMISSION # GG 208594
EXPIRES: August 2, 2022
Bonded Thru Notary Public Underwriters

TIMBERWALK II – APPROVED RULES AND REGULATIONS

November, 14, 2019

The definitions contained in the Replat Declaration for Timberwalk II and the Articles of Incorporation of Timberwalk II Association, Inc. are incorporated herein as part of these Rules and Regulations.

1. Each Owner shall keep such Owner's Lot and Residence in a proper state of repair, preservation and cleanliness. The Board shall have the authority, in its sole discretion, to determine when a Lot and/or Residence is not being properly maintained. Repairs, corrections, or replacements shall meet Association guidelines and be approved by the Association as required in Article XII(F) of the Replat Declaration.
2. No article, including but not limited to rugs or towels, shall be hung from the doors, windows or fences of a Residence, or placed so that it is visible from the exterior of a Residence or Lot.
3. Certain items of personal property may be hung, placed, or affixed to the exterior of the Residence within the Lot Owner's property line upon the prior, written approval of the Association. Specifically, certain types of potted and hanging plants, chairs and benches may be approved, subject to limitations as determined by the Association, related to size, style, and any other criteria deemed appropriate in the sole discretion of the Association. No other items of personal property shall be hung, placed, or affixed to the exterior of the Residence or on the Lot, except for those which are approved by the Association.
4. The walkways and entrances shall not be obstructed or used for any purpose other than ingress and egress from the Cluster Buildings.
5. No bicycles, scooters, baby carriages or similar vehicles, toys, or other personal articles shall be allowed to stand in any of the Grassed Areas, Drives, Parking Areas, Walkways, or Recreational Parcels, overnight.
6. No tents, shacks, or other temporary building or structures may be constructed or otherwise placed without Association approval.
7. No resident shall perform maintenance on any motor vehicle unless totally isolated from public view.
8. No signs shall be posted or otherwise displayed to public view on a Lot or Residence without Association approval.
9. No Owner shall make any improvements, additions or alterations or remove any of the Common Structural Elements, or the exterior of a Cluster Building without Association approval.
10. No resident shall engage in any action which may reasonably be expected to increase insurance rates for any of the Association's insurance policies. No Owner shall use or permit to be brought into such Owner's Residence any inflammable oils or fluids such as gasoline,

kerosene, naphtha, benzine, or other explosives or articles deemed hazardous to life, limb, or property.

11. No Owner shall make or permit any noise that will disturb or annoy the occupants of any Residence, or permit anything to be done which will interfere with the rights, comfort, or convenience of other Owners.
12. All garbage and refuse, including garbage in plastic bags, from the residents shall be deposited with care only in sealed garbage containers intended for such purpose. No Owner may deposit or leave any garbage or refuse on the common grounds, except where completely contained within a designated garbage container intended for such purpose.
13. Trash and recycling containers must be stored out of sight and may be placed on the road edge for pick up no sooner than sundown the evening before the day of pick up and removed on the day of pick up.
14. An Owner who fails to timely pay any Assessment shall be charged a reasonable late charge as determined from time to time by the Association Board. Owners shall be responsible to pay all Court costs and Attorney's fees incurred in connection with the collection of late assessments whether or not an action at law to collect said assessment and foreclose the Association's lien has been commenced. The Association Board has authorized a schedule of fees for such circumstances as per the Association Attorney's usual and customary charges.
15. Each owner shall provide the Association, care of the management company, with a copy of such Owner's Homeowners Insurance policy required in the Replat Declaration, together with a certificate verifying payment of the policy premium. In accordance with the Replat Declaration, such policy must name Timberwalk II Association, Inc. as a co-insurer on such policy.
16. Complaints regarding the management of the Residences and the grounds or regarding actions of other Owners, shall be made in writing to the Association's Management Company, which will then present such complaints to the Association Board at a duly-noticed Board meeting.
17. Each unit may register up to three (3) vehicles, all of which shall be registered with the management company and have an Association-issued sticker placed on the vehicle that is visible for security and/or Association use. Each unit has two (2) pre-designated parking spots (cement), as assigned by the developer. Additionally, each unit may use one (1) unassigned parking space, on a first come, first serve basis.
18. No vehicle or other possessions belonging to an Owner or to a member of the family or guest, tenant or employee of an Owner shall be positioned in such manner as to impede or prevent ready access to another. Owner's Residence or parking space which such other Owner is entitled to use. The Owners, their employees, servants, agents, visitors, licensees, invitees, and family, must obey the parking regulations posted in the private streets, parking areas and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the Owners and residents.

19. An Owner shall not cause or permit the blowing of any horn from any vehicle of which such Owner, and/or such Owner's guests or family, shall be occupants except in an emergency requiring such horn to be sounded.
20. No vans, car or road traffic vehicle shall be allowed on the green common ground portions of Timberwalk II community, unless approved by the Association BOD. Only transportation methods made for such terrain and lawn care purpose such as a golf cart or utility cart shall be allowed. Road vehicles shall be allowed no more than 2 wheels on the grass, and must have two wheels on the roadway, if necessary.
21. No resident or guest shall drive on the common green area property unless in a landscape vehicle meant to do so unless approved by the Association.
22. Owners shall not be allowed to put their names or street addresses on any portion of their Residences except in such place and manner approved by the Association for such purpose, which approval may be based on aesthetic grounds within the sole discretion of the Association.
23. The use of recreational facilities and common area shall be at the risk of those involved and not in any event, the risk of the Association or its Management Company. To reserve such area, through the Management Company, an advance refundable deposit of \$50.00 (fifty dollars) is required to defray potential cleaning costs of the reserved area.
24. In no event shall dogs be permitted in any of the public portions of Timberwalk II unless under leash. **Please note: Palm Beach County Law requires the pick-up of your dog's excrement.** The Owner of an animal kept within Timberwalk II shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in Timberwalk II. If a dog or other animal becomes obnoxious to other Owners by barking or otherwise, the owner of such animal must cause the problem to be corrected; or, if it is not corrected, the owner of such animal will, upon written notice by the Association, be required to permanently remove the animal from Timberwalk II.
- If any animal, in the sole discretion of the Board, demonstrates a threat or danger to the health, safety and welfare of the community, the owner of such animal must remove said animal from the property within twenty-four (24) hours of receiving written notice from the Association.**
25. Residents shall not feed feral cats or any of the wildlife on the property. Pursuant to Palm Beach County Code of Ordinances Chapter 4 Animals, SEC 4-35, all Community Cats must be cared for on the private property of the Caregiver and Caregivers shall have all un-owned free-roaming cats with their care sterilized, implanted with a EAID, vaccinated against rabies and ear-tipped for easy identification.
26. The Owners are referred to the occupancy and use restrictions contained in the Timberwalk II Documents which are binding upon all Owners.

27. Any Owner who wishes to dispose of such Owner's Residence or any interest therein by sale or lease, must obtain the approval of the Association pursuant to Article XIV of the Replat Declaration for Timberwalk II. Written notice to the Association of the intention to sell or lease a residence or any interest therein ("Notice"), shall be considered given after completion of the following:
- i. Submission of completed form(s), including but not limited to, an application form.
 - ii. Submission of any other documentation which the Association Board deems necessary.
 - iii. Payment of a non-refundable processing fee in an amount determined by the Board.
 - iv. Completion of a screening in front of the Board's interviewing committee, which committee meets not less than two (2) times per month and at the time of this rule, said meetings are held on the first (1st) and third (3rd) Tuesday of each month.

By completion of all the items above, "Notice" will be considered given, and the Association shall have, for the purpose of a lease, ten (10 days) thereafter and, for the purpose of a sale, fifteen (15) days thereafter to either approve or disapprove the transfer, pursuant to Article XIV of the Replat Declaration of Timberwalk II. A completed "Notice" must be given to the Association through Management not less than fifteen (15) days prior to the closing date of sale and the occupancy date for a lease.

28. No residence may be leased or rented by an
29. Owner for a term of less than 1 (one) year, and in no event will sub-leasing be permitted.
30. The lessee of an Owner shall place \$250.00 (two hundred and fifty dollars) non-interest bearing security deposit with the Association in escrow account to protect the Association's common elements from damage or loss caused by the lessee, lessee's family, guests or invitees, during the course of the lease.
31. An Owner shall be held responsible for the actions of such Owner's lessees and/or children, guests, employees and invitees.
32. In order to obtain the Association's approval of a mortgage pursuant to Article XIV.B of the Replat Declaration which an Owner desires to place against such Owner's Residence, such Owner must submit to the Association a written request for such approval, which written request shall specify the name of the proposed mortgagee and the relationship, if any, of the proposed mortgagee to the Owner in question. The Owner shall also supply the Association with such information and materials as the Association shall reasonably request, including, but not limited to, a copy of the proposed form of a mortgage and a copy of the promissory note which is proposed to be secured thereby. No such approval of the Association shall be given until the Association has received all such materials and information which it has reasonably requested and in no event prior to thirty (30) days following the Association's receipt of the original written request for such approval. The Association shall have the right to charge a reasonable fee not to exceed one hundred dollars (\$100.00) to defray the costs of receiving and processing the application and review of any materials submitted in connection therewith and may refuse to accept such application or withhold any approval which would otherwise be granted until receipt of such fee.
33. Vehicles. The following rules and regulations shall apply to vehicles:

- (A) Vehicle Restrictions.** Commercial vehicles of any kind shall not be parked or otherwise stored within Timberwalk II unless enclosed within a Residence ("garaged"), and except for temporary periods during which time lawful and permitted work associated therewith is being conducted (e.g., deliveries or repairs to a Residence).

Non-commercial, 4-wheel passenger vehicles shall be allowed within Timberwalk II. Class 1 and Class 2 light duty trucks, including light duty trucks, including light duty pickup trucks as those classifications are defined by the Department of Transportation's Federal Highway Administration, and which do not exceed 10,000 pounds maximum gross weight shall be deemed to be non-commercial, 4-wheel passenger vehicles for purposes of this Rule. All such non-commercial 4-wheel passenger vehicles including such light duty trucks as identified above, shall further adhere to the following restrictions:

- (1) Non-commercial, 4-wheel passenger vehicles**
- (i) shall not contain any type of commercial lettering, commercial pictures and or commercial insignias which lettering, pictures, or insignias indicate that the vehicle is being used for business or commercial enterprise; and**
 - (ii) must be free of paint, abundance of dirt from a work site and otherwise be considered no worse than a normal passenger vehicle in appearance. Where any vehicles contain such commercial lettering, commercial pictures and or commercial insignias, such vehicle shall be deemed to be a commercial vehicle. Standard size lettering identifying the manufacturer and model or type of vehicle shall not be considered commercial lettering. A vehicle shall also be deemed a commercial vehicle where it has agricultural, construction or industrial equipment, either affixed to or maintained within or upon said vehicle. Further, a vehicle shall be deemed commercial where it has a platform rack or other similar apparatus designed for carrying property or cargo: a cargo box or similar device located outside of the flatbed portion of the vehicle but exceeds the height of the bed portion of the vehicle; or any motor vehicle equipped with a hoist or other similar mechanical equipment, whether affixed to or maintained within or upon said vehicle.**

A vehicle shall also be deemed commercial where the vehicle shows evidence as determined in the sole discretion of the Association, that the vehicle is being used for commercial purposes. This may include, but shall not be limited to, paint, tar, debris, or similar substances which are identified within or upon the vehicle, and which are normally associated with commercial use, as well as other criteria which the Board or the Association deems appropriate in its sole discretion.

- (2) A non-commercial, 4-wheel passenger vehicle shall not be parked or stored on the property if it exceeds the length of the driveway or available parking space in which it is parked. Oversized vehicles shall not be allowed to extend into sidewalk or Common Area swales and easements or to interfere with the US Postal Service mail delivery, as such vehicle shall be deemed to create a dangerous condition on the property**
- (3) Non-commercial, 4-wheel passenger vehicle shall not have after market modifications or accessories unless approved by the Association, in writing, and**

only where they are safety features and/or standard options. Said prohibition shall include, but shall not be limited to, bay racks, crash doors, lift kits, light racks, oversized tires and wheels beyond normal dealer options, all off-road packages, roll bars, commercial roof racks, toolboxes and winches. Standard passenger vehicle roof racks, recreational roof racks, and bike racks shall not be prohibited. All such vehicles shall be maintained at all times in a proper state of repair, as determined in the sole discretion of the Association.

- This is not a contract*
- (4) The Association shall have the authority to promulgate additional rules and regulations as well as criteria that have not otherwise been addressed herein and which are not inconsistent with this rule.
- (5) Any trucks including pickup trucks that have been allowed by the Association prior to the effective date of this rule, which are not currently in violation but would otherwise be in violation of this rule shall be grandfathered and allowed and shall not be treated as a violation of this Rule. However, any new trucks brought within Timberwalk II, and any replacement trucks for a previously existing truck, must comply with all provisions of this rule.
- (B) Exception for Certain Vans. Vans which have passenger seats in the back rear and side windows, and no commercial tags or lettering, and are not otherwise considered commercial vehicles pursuant to paragraph (A) hereof, and are used for the primary purpose of transportation of passengers and their personal goods shall not be considered trucks.
- (C) Dirt Bikes, All-Terrain Cycles/Vehicles, Boats, Motorcycles, Motor Scooters, Go-Karts, Go-Peds, Trail Bikes, Motorized Scooters, Motor Bikes, Campers, Motor Homes, and/or similar vehicles:
- (1) No Dirt Bikes, All-Terrain Cycles/Vehicles, Boats, Motorcycles, Motor Scooters, Go-Karts, Go-Peds, Trail Bikes, Motorized Scooters, Motor Bikes, Campers, Motor Homes, and/or similar vehicles shall be kept on the property unless kept within a residence ("garaged"). The Board shall have the authority, but not the obligation, to allow these vehicles to be parked on driveways during temporary periods during daylight hours but in no event shall these vehicles be allowed on the Property overnight unless garaged.
- (2) Dirt bikes, all-terrain cycles/vehicles, trail bikes, go-karts, go-peds, motorized scooters (including gas-powered scooters, including those with and without seats) and similar vehicles may not be ridden anywhere in Timberwalk II.
- (3) Any person identified riding any of the above referenced vehicles in Timberwalk II shall be considered in violation and subject to a one hundred dollar (\$100.00) fine. Proposed fines shall be considered approved by the Board upon identification by the Association through its security/management company or any other Association personnel. The violation will result in a fining letter being forwarded to the owner of a unit at which the violating person resides whether or not the violating person is the Owner, or such Owner's tenant, guest, invitee

or family member. Any subsequent violation shall subject the owner to an additional fine in the amount of one hundred dollars (\$100.00) per violation as a continuing violation without the need for additional notice and hearing in front of the Fining Committee.

This is not a

- (4) Electric powered motor scooters, which shall not be deemed motorized scooters for the purposes of the restrictions identified in Rule 31(C) of these Rules and Regulations, and all other allowable vehicles, must be driven in a manner in which they do not create a dangerous condition on the property including, but not limited to, not driven in a manner which affects or impedes vehicular or pedestrian traffic or the like. Further, electric powered motor scooters may not be considered motorized scooters if they adhere to the restrictions identified in the rule, but shall be prohibited from being kept on the property unless kept within a residence ("garaged"), when not in use.

34. **Antennae, Satellite Dishes and Ham Radio Equipment.** Ham radio equipment and other telecommunications equipment, including antennae, are not permitted in Loggers; Run, except that satellite dishes are permitted in Loggers; Run if they are in accordance with the following satellite guidelines: Timberwalk and Timberwalk II communities where dwelling units share a party wall, and a dwelling unit only has a front and rear side, the satellite dish, which is one (1) meter or smaller in diameter, shall be placed on the rear side of the dwelling unit, shared wall with neighbors permission or, the front of a unit with ACC approval.
35. **Basketball Hoops.** Free standing, portable or attached basketball hoops require approval from the ACC.
36. **Cement Cones, Pyramids, Etc.** The use of cement pyramids, cones, domes, coral rock, or the like along lot perimeters bordering roads shall not be permitted.
37. **Decorative Flags.** Decorative flags and flag poles require Association approval.
- I. **Number of Flags Permitted.** In addition to one (1) American flag which can be of any size, only one (1) flag per home/lot may be present.
 - II. **Size Limitations.** Size limitation of 3x39; 4x3; for all other approved flags.
 - III. **Flag Poles.** Flag pole size shall not exceed twenty (20) feet in height.
- 37 **Architectural Approval Procedure in The following procedures are to be followed within the Association:**
1. **The following processes are to be followed :**
 - a **An Owner shall first obtain an application**
 - b **Requested by phone to Management company (to be delivered in paper)**
 - c **Requested by Internet**
 - d **Or completed online website designed for entry and submittal (when developed).**
 - 2 **The owner submits the application to Timberwalk II's management company (TMG)**
 - a. **Call to request a pick up -if additional samples /material are included.**
 - b. **To the management mailbox on the Pool Bathroom wall, addressed to Dena**
 - c. **By internet in thru the TMG portal maintenance request tab**
 - d. **)By email**

- e. by website submission when develop
3. Submission is due no later than the 3rd Monday of each month.
 4. From the submission date, the Association has 30 days to approve.
If not approved, TMG Management company will call resident with explanation.
 6. If approved, the ACC application is forwarded to Loggers Run for approval.
 7. If approved, Loggers Run management company will inform the resident
 8. If not approved, Loggers Run Management company will contact the owner informing them the ACC was not approved.

38. **Hurricane Shutters.** Only after the National Hurricane Service implements a hurricane watch for Palm Beach County may Owners and occupants install temporary hurricane shutters and close both temporary and permanent shutters. Within fifteen (15) days after the hurricane watch or warning for Palm Beach County (whichever occurs later) has been lifted, hurricane shutters on all dwelling units must be opened and if not permanently attached, removed and stored inside the dwelling unit or elsewhere outside Timberwalk II. Any Owner desiring to install hurricane shutters containing components which will be permanently attached to the exterior of a dwelling unit, or which can be seen from the exterior of the dwelling, must apply for and receive prior written Association approval.
39. **Dangerous Conditions.** No dangerous condition, whether naturally existing or man-made, shall be permitted to exist on any Lot within Timberwalk II, which may endanger any portion of the Common Areas or any neighboring or other Lot. For example, such dangerous conditions shall include, but not be limited to, any disease or infestation of any trees, grass or landscaping on an individual Lot, which may spread to a neighboring or other Lot, or to the Common Areas. It may also include non-diseased vegetation of the type that can grow beyond the Lot boundaries and damage the neighboring property, including improvements located thereon. The Owner of the Lot that contains such disease or infestation, or other dangerous condition, shall have the duty to immediately remove such dangerous condition from the Lot, at the Lot Owner's sole cost and expense. In the event that the Lot Owner fails to take such immediate remedial action, the Association shall have the authority, but not the obligation, to enter upon the Lot, whether in an emergency or non-emergency situation, to perform any work necessary to preserve the Lot and to prevent the spread of disease, infestation or other dangerous condition to a neighboring or other Lot, or to the Common Areas. The cost of such maintenance shall be the responsibility of the Owner of the Lot on which the required maintenance is to be performed, and shall be charged to the Lot as an assessment, with full enforcement and collection rights.

40. **Fining Schedule.** Upon identification of a violation by either security, management, the Board, Residents or any other person associated with the Association, and confirmation of the existence of said violation by management or any other body delegated said authority, the Board approves the following notice requirements and schedule of fines as follows:

- (A) Trash can violations shall require two notice of violation letters. Thereafter it shall be subject to a fine in the amount of \$50.00 for said violation.
- (B) Parking on swales or grass, parking in a manner which blocks sidewalks (pedestrian traffic), toys and playhouses left out on the property in violation of the rules, noise or other disturbances on the property, sign/ vendor sign violations, barking and loose dog and cat violations, and porches used for storage shall all require one notice letter and thereafter be subject to a fine in the amount of \$50.00 for said violation.
- (C) Gas motorized go-peds shall require one notice letter and thereafter shall be subject to a fine in the amount of \$100.00 for said violation
- (D) Garage and yard sales, hurricane shutters left up in violation of the Hurricane Shutter Guidelines, solicitation, jumping over fences to access parks or other facilities (off hours), fireworks, no warning letters shall be required and shall be subject to a fine in the amount of \$100.00 for said violation, with the notice of the fine as the only notice required.
- (E) Any other violations which have not been specifically listed but are considered by the Association as violations, will, unless determined otherwise by the Board, result in fines of \$50.00 per violation for the first violation, and, unless determined otherwise by the Association will require not less than one warning notice.
- (F) All violations as listed above or which may exist from time to time, which are of a continuing nature, and notwithstanding the schedule above, shall be subject to additional fines in the amount of \$100.00 per violation per day in the aggregate not to exceed \$1,000.00.
- (G) Notwithstanding any notice requirements as set forth above, if the Board determines it is in the best interest to levy a fine without warning notice, other than the notice of fine, the Board shall have the authority to approve same.
- (H) Fines and procedures in accordance herewith shall be considered approved by the Association Board and not require further action of the Board as it relates to approval of same.
- (I) All fines shall be collectible as an assessment pursuant to the authority of the Timberwalk II Documents and in the manner as set forth in same.

41. **Enforcement.** In addition to the right to levy fines, as addressed above, the Board has the right to suspend rights of a member or a member's tenants, guests, invitees, or both, to use common areas and facilities for violations of the documents including these Rules and Regulations.

42. **Prohibition Against Subleasing of Residences:**

- (A) There shall be no subleasing of any Residences.
- (B) Only entire Residences may be leased by an Owner. No individual rooms, portions of Residences, or any other percentage of a Residence may be leased other than a Residence in its entirety.

- (C) The restrictions set forth in Paragraph B herein shall only apply to those who intend to pay money to rent a portion of a Residence. Au pairs, babysitters, resident nurses and all other necessary, non-paying occupants of a Residence shall not be prohibited.

43. Prohibition Against Commercial or Business Use of a Residence or Lot. No commercial or business use of any Residence or Lot shall be allowed except for home occupations, which shall be considered proper residential use of a Residence subject to the following conditions:

- (A) Use of a Residence for a home occupation approved by the Association and by Loggers' Run shall not violate any of the Timberwalk II governing documents, including the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations, as same may be amended from time to time.
- (B) Use of a Residence for home occupation shall be in accordance with all state and local laws and ordinances including, but not limited to, the provisions of the Palm Beach County Unified Land Development Code (ULDC) relating to home occupations and commercial use of residential property.
- (C) Home occupations shall be conducted by members of the immediate family residing in the Residence. A maximum of one (1) person who is not a member of the immediate family may assist in the operation of the home occupation. In addition, only one (1) person outside of the home may be employed by the services provided by the home occupation.
- (D) The floor area within a Residence devoted to a home occupation shall not exceed twenty-five (25%) percent of the gross floor area of the Residence, excluding porches, garages, carports and other areas which are not considered living areas.
- (E) The activities of a home occupation shall occur entirely within the Residence, excluding accessory structures such as garages, carports and sheds.
- (F) There shall be no external evidence of the existence of a home occupation within a Residence. Signs, displays, off-street parking areas other than driveways normally required for residential use, or other advertising of any kind are prohibited. Further, all vehicles used in the operation of a home occupation shall conform with the Rules and Regulations of Loggers' Run governing Vehicles and Parking, as well the vehicle restrictions for Timberwalk II.
- (G) No goods or services of any kind shall be sold or transferred to a customer, consumer or client on the premises of the home occupation, excluding facsimile machines, telephone and/or postal transactions.
- (H) A home occupation shall not create noise, vibration, glare, fumes, odors, dust, smoke or electromagnetic disturbances. No equipment or processes shall be used which create visual or audible interference in any radio or television receiver located nearby. No chemicals or chemical equipment shall be used or stored, nor shall any harmful, dangerous or noxious material be used or stored on the site of the home occupation, including, but not limited to, paint, painting materials and roofing materials and accessories, except those that are used and temporarily stored for the purpose of work on the Residence itself, and which shall be for domestic or household purposes only.
- (I) No equipment or materials used in the home occupation shall be stored or displayed outside the Residence, including driveways.
- (J) Vehicular and pedestrian traffic shall not be generated by a home occupation in a greater volume or a different vehicle type than the traffic typical in a residential neighborhood.

- (K) Deliveries of any kind required by and made to the premises of a home occupation shall not exceed one business delivery per day.
- (L) Any home occupation that adheres to the provisions of this Rule shall be deemed to be a proper residential use of a Residence and shall not be deemed to be a violation hereof.

44. These Rules & Regulations may be modified, added to or repealed at any time by the Association Board.

TIMBERWALK II ASSOCIATION, INC.

This is not a certified copy

This procedure describes the mission of the Grievance Panel (the Panel), which is a body composed of at least three members of the community of Timberwalk II (the Association). The basis of the conduct and decisions of the Panel shall be the Rules and Regulations of Timberwalk II, a document containing the Rules and Regulations of the Association (the Rules), additional Rules that may pertain to sub associations of Timberwalk II, and which may be amended from time to time, as well as the framework identified within this document. A copy of the Rules has been distributed to all residences and absentee owners/members of the Association.

1. The overall purpose of the Panel is to provide homeowners of the Association a forum in which to submit evidence as to why a fine due to some specific violation of the Rules should not be levied.
2. Members of the Panel must be fully knowledgeable of the Rule that applies to each case that may come before the Panel for appeal.
3. The objective of the members of the Panel is to uphold the Rules of the Association through the affirmation of fines when evidence clearly demonstrates a willful violation has occurred, such as when the stated violation has not been cured in response to notices of such violation.
4. Florida statutes state, "The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board." (In this context the committee means the grievance panel.) Therefore, should evidence warrant, and by a majority vote of the members of the panel agree, the Panel shall either confirm or reject the fine as established by the Board and published in the Rules.
5. However, fines are not intended to create a revenue stream for the Association, but rather a means to deter homeowners from certain specific behaviors deemed to be detrimental to the esthetics and value of the community.
6. Members of the panel must be fully knowledgeable regarding the nature of a violation for each case brought before it during scheduled meetings, as well as the Rule upon which the violation is based. The Property Manager shall provide the Panel members with evidence that supports each case/appeal that may come before the Panel.
7. Members of the Panel must remain mindful that they are acting on behalf of the Board of Governors, and therefore on behalf of all homeowner members of the Association. Therefore a uniform and unbiased approach must be maintained when reviewing each appeal case.

TIMBERWALK II GRIEVANCE AND APPEAL PROCESS

Homeowners that receive a violation notice have an opportunity to meet with the Grievance Panel and present any supporting documentation or explanations for the violation that has been issued prior to the imposition of a fine. The Grievance Committee will meet on a specified and announced day of the month.

- The role of the Grievance Panel is to determine whether or not to confirm or reject the violation, fine or suspension levied by the Board.
- Failure of the homeowner to appeal a fine at the Grievance Panel meeting will validate the fine, which becomes immediately due and payable. The decision made by the Grievance Panel is final. Therefore, a fine levied against a homeowner is not a subject for discussion during the forum of a regularly scheduled Board of Governors meeting.
- Any fines levied at the Grievance Panel meeting will be applied to the account receivables of the appropriate homeowner. If the fine is not paid in a timely manner, the account may be turned over to legal counsel for further action up to and including collections.

TIMBERWALK II SCHEDULE OF VIOLATIONS AND FINES

Below is a list of violations and corresponding fines that are approved by the Board of Governors. Class A and Class B violation types are also described below.

CLASS A -- Offenses that recur within a rolling 12 month period shall be subject to fine at the scheduled amount without subsequent warning.

First Offense -- First warning letter issued
Second Offense -- Second warning letter issued
Third and Subsequent Offense -- \$50 or \$100 Notice of Fine Levied is issued

\$50 per offense:

- Disturbances/noise
- Pets
- Parking
- Signs
- Toys
- Trash

\$100 per offense

- Hurricane shutters
- Garage and Yard Sales
- Prohibited gas & motorized vehicles
- Continuing or repetitive offenses
- Offenses not otherwise listed above, including ACC regulations

%%%

CLASS B -- Items related to maintenance of residences and property

First offense -- First warning letter, 30 day notice to correct issued.
Uncorrected at 30 days -- 14 day notice to correct and method to appeal issued

Uncorrected at 14 day notice -- Notice of Fine Levied is issued
Fine may accrue daily

** Some offenses may warrant Immediate Action Notice that will require communication from Association law office as noted within the Timberwalk II documents.